

SO ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.
3

2 **2525 EAST CAMELBACK ROAD**
3 **SUITE 300**
4 **PHOENIX, ARIZONA 85016**
5 **TELEPHONE: (602) 255-6000**
6 **FACSIMILE: (602) 255-0192**

Dated: November 18, 2009



REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

09-26141/1218067812

10 **IN THE UNITED STATES BANKRUPTCY COURT**
11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

No. 2:09-BK-24093-RTB

13 Jon David Littlefield and Paula Coquelet
14 Debtors.

Chapter 7

15 Mortgage Electronic Registration Systems, Inc.,
16 solely as nominee for America's Servicing
17 Company its successors and/or assigns.

ORDER

Movant,

(Related to Docket #14)

vs.

18 Jon David Littlefield and Paula Coquelet, Debtors,
19 Anthony H. Mason, Trustee.

20 Respondents.

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22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
24 and no objection having been received, and good cause appearing therefor,

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26 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated May 20, 2005 and recorded in the office of the
3 Larimer County Recorder wherein Mortgage Electronic Registration Systems, Inc., solely as nominee for
4 America's Servicing Company its successors and/or assigns. is the current beneficiary and Jon David
5 Littlefield and Paula Coquelet have an interest in, further described as:

6 Lot 77, Block 1, Brown Farm Third Filing to the City of Fort Collins, County of Larimer, State of
7 Colorado.

8 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
14 to which the Debtor may convert.

15
16 DATED this ____ day of _____, 2009.
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18 JUDGE OF THE U.S. BANKRUPTCY COURT
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